

## 2. Union Proposals

**ARTICLE 17**  
**POSITION DESCRIPTIONS**

**Section 1.** The Parties at the national level shall discuss and review all bargaining unit position descriptions annually.

**Section 2.** Each employee covered by this Agreement shall be provided a position description, which accurately reflects the duties of his/her position. Position descriptions shall be consistent throughout the Agency for facilities of equal classification and similar function. If an employee believes that his/her position description is not accurate, he/she may request a review by the appropriate supervisor and be assisted by a Union representative. A dispute regarding the accuracy of an employee's position description may be handled under Article 9 of this Agreement.

**Section 3.** The primary duties of air traffic controller bargaining unit employees are those directly related to the control and separation of aircraft. The primary duties of the traffic management bargaining unit employees are those directly related to the efficient management of the National Airspace System (NAS). The primary duties of NOTAM bargaining unit employees are those directly related to the development, dissemination, and interpretation of operating procedures and practices associated with the United States NOTAM System (USNS). An employee shall not normally be required to perform duties that do not have a reasonable relationship to his/her official position description. When it becomes necessary to assign duties that are not reasonably related to the employee's official position description and are of a recurring nature, the position description shall be amended to reflect such duties.

**Section 4.** All proposed changes to the position description of bargaining unit employees shall be forwarded to the Union, in advance, for comment and/or negotiations as required by law and pursuant to Article 7 of this Agreement.

**ARTICLE 18**  
**CONTROLLER-IN-CHARGE (CIC)**  
**TRAFFIC MANAGEMENT SPECIALIST-IN-CHARGE (TMSIC)**  
**TRAFFIC MANAGEMENT COORDINATOR-IN-CHARGE (TMCIC)**  
**NOTAM SPECIALIST-IN-CHARGE (NSIC)**

**Section 1.** CIC/TMSIC/TMCIC/NSIC premium pay shall be paid at the rate of ten (10) percent of the applicable hourly rate of basic pay times the number of hours and portions of hours during which the employee is assigned CIC/TMSIC/TMCIC/NSIC duties. This premium pay is paid in addition to any other premium pay granted for overtime, night, or Sunday work and in addition to hazard pay differential.

**Section 2.** A Union representative shall be a member of the panel designated by the Agency to recommend CIC/TMSIC/TMCIC/NSIC candidates. The panel shall forward its recommendations to the Air Traffic Manager (ATM) or his/her designee for selection. The Agency retains the right to select CIC/TMSIC/TMCIC/NSICs.

**Section 3.** An employee requesting to no longer be designated as a CIC/TMSIC/TMCIC/NSIC shall notify his/her immediate supervisor in writing. The Agency shall make every reasonable effort to avoid assigning these employees to perform such duties when other qualified employees are available.

**Section 4.** Employees who are not selected to be a CIC/TMSIC/TMCIC/NSIC, upon written request, shall be advised in writing of the reasons for non-selection. When applicable, specific areas the employee needs to improve to be considered for the CIC/TMSIC/TMCIC/NSIC position shall be identified.

**Section 5.** Each facility shall maintain a roster of bargaining unit employees qualified to perform CIC/TMSIC/TMCIC/NSIC duties. When CIC/TMSIC/TMCIC/NSIC duties are to be performed, assignments shall be made on an equitable basis.

**Section 6.** When other qualified bargaining unit employees are available, Union representatives shall not be required to perform CIC/TMSIC/TMCIC/NSIC duties.

**ARTICLE 24  
ANNUAL LEAVE**

**Section 1.** Full-time employees are entitled to annual leave with pay that accrues as follows:

- a. four (4) hours for each full biweekly pay period for an employee with less than three (3) years of service,
- b. six (6) hours for each full biweekly pay period, except that the accrual for the last biweekly pay period in the year is ten (10) hours, for an employee with three (3) but less than fifteen (15) years of service,
- c. eight (8) hours for each full biweekly pay period for an employee with fifteen (15) or more years of service.

**Section 2.** Except for those facilities where a leave exigency exists, employees shall be authorized the use of the leave they are entitled to earn within a leave year at any time during the leave year.

**Section 3.** Employees are encouraged to take adequate annual leave each year for rest and relaxation. When employees can be spared from their duties and workload permits, annual leave will be granted freely for personal or emergency purposes. The Agency will consider requests for annual leave in light of current and anticipated workloads, and the welfare and preference of individual employees.

**Section 4.** The desirable vacation period is defined as beginning on Memorial Day and ending on Labor Day each year, unless mutually agreed upon by the Parties. In order to ensure a fair and equitable rotation of the desirable vacation period, the Agency will consider all factors in granting annual leave for vacation purposes within the desired period.

**Section 5.** Ninety (90) days prior to the beginning of the calendar year, unless a shorter period is mutually agreed to by the Parties, bargaining unit employees shall be given the opportunity to bid annual leave in rounds. Annual leave includes all the annual leave an employee has accumulated to date, will accrue by the end of the upcoming leave year, and any restored balance.

- In round one, bargaining unit employees may bid one or two consecutive or non-consecutive weeks of leave or portions thereof within the identified desirable vacation period, or at their election, outside the desirable vacation period. Any portion of a week bid shall count as a full week for bidding purposes.

When a bargaining unit employee's request for the use of annual leave within the identified desirable vacation period is not accommodated within the desirable vacation period, at their election, they shall have the option to sell back any or all of the unused portion of requested annual leave. Bargaining unit employees may only sell back annual leave not accommodated within the desirable vacation period that was requested within this round.

- In round two, bargaining unit employees may bid one or two weeks of leave or portions thereof anywhere within the leave year not to exceed the amount of all leave to be accumulated by the end of that leave year. Any portion of a week bid shall count as a full week for bidding purposes.

- Subsequent rounds will continue for bargaining unit employees that have a remaining balance of annual leave, not yet bid. Bargaining Unit employees may bid one or two weeks of leave or portions thereof anywhere within the leave year. Any portion of a week bid shall count as a full week for bidding purposes. Rounds will continue until there are no such further requests.

When a bargaining unit employee's request for the use of annual leave outside the identified desirable vacation period is not accommodated within the leave year, at their election, they shall have the option to sell back any or all of the unused portion of requested annual leave.

**Section 6.** Conflicting leave requests of bargaining unit employees shall be resolved by seniority. All conflicts within a round shall be resolved prior to beginning the next round.

**Section 7.** Employees exercising the annual leave sell-back provisions under this Article shall notify their supervisor, in writing, no later than the conclusion of the last full pay period in November. This leave sell-back shall be processed in the last full pay period in December at the employee's rate of pay in effect at that time. In the event that administrative processes are not completed by the end of the leave year, the employee shall not lose any annual leave requested in the sell-back provisions.

**Section 8.** Non-vacation leave is annual leave that is requested utilizing other than the bidding procedure identified in Section 5 and prior to the schedule being posted. Non-vacation leave requests shall be recorded and approved/disapproved as soon as practicable after the request is made. If the request was disapproved and annual leave for that time period, or any portion of that time period, later becomes available, the leave shall be approved on a first requested basis. The procedures for selecting and relinquishing of non-vacation leave shall be negotiated in accordance with Article 7 of this Agreement.

**Section 9.** Annual leave requested for any period during a posted watch schedule (Spot Leave), for the shift being worked, shall normally be approved/disapproved within thirty (30) minutes of the request being made. Leave requests for future shifts shall normally be approved/disapproved within two (2) hours of when the request was made, or prior to the end of the shift, whichever is less. Leave requests shall be approved in the order that they were requested. If the request was disapproved and annual leave for that time period later becomes available, the leave shall be approved in the order that the request was received. The procedures for selecting and relinquishing of spot leave at the local level shall be negotiated in accordance with Article 7 of this Agreement.

**Section 10.** Once approved, annual leave will not be rescinded unless the rescission is necessitated by the Agency's workload, staffing, or mission requirements, or is required by applicable law or regulation. If the leave rescission will result in a monetary loss to the employee, the employee will notify the Agency, in writing, of the actual amount of the unavoidable loss that will be caused directly by the rescission. If the leave rescission remains in effect, the Agency shall notify the employee in writing and reimburse the employee, using non-appropriated funds, for the actual amount of the unavoidable loss caused directly by the rescission. The employee's claim for reimbursement must include:

- All original and unused tickets or other original documents evidencing the amount of the employee's loss and written notice to the supervisor stating that the rescission will result in an actual loss to the employee.

**Section 11.** Except as authorized in OPM regulations, no employee will be forced to take annual leave.

**Section 12.** An employee may cancel annual leave at any time. When an employee cancels scheduled annual leave and returns to duty, he/she shall be assigned to work the shift which he/she would have worked, if the annual leave had not been scheduled, unless staffing and workload dictate or allow assignment to a different shift.

**Section 13.** Employees on annual leave who become sick shall have the right to convert the annual leave to sick leave.

**Section 14.** Employees shall not be required to provide reasons for annual leave requests.

**Section 15.** Unless mutually agreed upon by the Parties, all annual leave requests shall be submitted on an OPM-71. The form shall be dated, signed, approved/disapproved as appropriate, and a copy returned to the employee.

**Section 16.** Exigencies for public business must be determined by the head of the Agency or his/her designee. Except where made by the head of the Agency, the determination may not be made by an official whose leave would be affected by the decision. The Agency will notify the Union, at the national level, when the Agency makes the decision to place any facility in a leave exigency status. Upon written request of the Union, the Agency shall provide, in writing, within fourteen (14) days, the justification the Agency used in determining the need for the facility to be placed in a leave exigency status. If the Agency determines that an emergency exists at a facility not covered by a leave exigency, which precludes an employee from using appropriately scheduled use-or-lose leave, such leave shall be retained by the employee.

**Section 17.** In the event a leave exigency exists, the Parties shall negotiate the procedures to be used to distribute the leave equitably among bargaining unit employees.

**Section 18.** In determining years of service, an employee is entitled to credit for all service of a type that would be creditable under 5 USC 8332, regardless of whether or not the employee is covered by Subchapter III of Chapter 83.

**Section 19.** Except as otherwise provided for in this Agreement, employees are covered by the annual leave and lump sum payment provisions contained in 5 USC Chapter 55, Chapter 63 and the associated regulations in 5 CFR.

**Section 20.** The use of annual leave shall be in one (1) minute increments.

**Section 21.** If an employee requests and is approved for annual leave, the Agency shall not require the employee to use accrued compensatory time in lieu of annual leave. Additionally, annual leave requests shall not be denied based solely on the employee having other type(s) of leave accrued.

**Section 22.** An employee may earn credit hours to replace another employee's shift, or portions,

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thereof to accommodate a leave request which has been denied. The approval to earn credit hours may be canceled when the employee for whom another employee was voluntarily substituting, cancels the associated leave request. When an employee secures a replacement under this Section their annual leave request is not first come, first serve and no longer competes with other annual leave requests in this Article.

**Section 23.** The express terms of this Article apply separately and distinctly to each of the following bargaining units: air traffic controllers, traffic management coordinators/specialists and NOTAM specialists.

**ARTICLE 28  
HOLIDAYS**

**Section 1.** The following are legal holidays:

- New Year's Day - January 1
- Martin Luther King, Jr.'s, Birthday - third Monday in January
- President's Day - third Monday in February
- Memorial Day - last Monday in May
- Independence Day - July 4
- Labor Day - first Monday in September
- Columbus Day - second Monday in October
- Veterans' Day - November 11
- Thanksgiving Day - fourth Thursday in November
- Christmas Day - December 25
- Any other legally declared applicable Federal holiday

**Section 2.** When a holiday falls on a full time employee's regular day off, the following days shall be observed in lieu of the actual holidays:

**Scheduled Five Day Workweek**

<u>SCHEDULED DAYS OFF</u>	<u>DAY ACTUAL HOLIDAY FALLS ON</u>	<u>DAY OBSERVED IN LIEU OF THE ACTUAL HOLIDAY</u>
SATURDAY-SUNDAY	SATURDAY SUNDAY	PRECEDING FRIDAY FOLLOWING MONDAY
SUNDAY-MONDAY	SUNDAY MONDAY	FOLLOWING TUESDAY PRECEDING SATURDAY
MONDAY-TUESDAY	MONDAY TUESDAY	FOLLOWING WEDNESDAY PRECEDING SUNDAY
TUESDAY-WEDNESDAY	TUESDAY WEDNESDAY	FOLLOWING THURSDAY PRECEDING MONDAY
WEDNESDAY-THURSDAY	WEDNESDAY THURSDAY	FOLLOWING FRIDAY PRECEDING TUESDAY
THURSDAY-FRIDAY	THURSDAY FRIDAY	FOLLOWING SATURDAY PRECEDING WEDNESDAY
FRIDAY-SATURDAY	FRIDAY SATURDAY	FOLLOWING SUNDAY PRECEDING THURSDAY

**Scheduled Four-Day Workweek**

SCHEDULED DAYS OFF	DAY ACTUAL HOLIDAY FALLS ON	DAY OBSERVED IN LIEU OF THE ACTUAL HOLIDAY
SUNDAY MONDAY	SUNDAY MONDAY	FOLLOWING WEDNESDAY PRECEDING SATURDAY

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TUESDAY	TUESDAY	PRECEDING SATURDAY
MONDAY TUESDAY WEDNESDAY	MONDAY TUESDAY WEDNESDAY	FOLLOWING THURSDAY PRECEDING SUNDAY PRECEDING SUNDAY
TUESDAY WEDNESDAY THURSDAY	TUESDAY WEDNESDAY THURSDAY	FOLLOWING FRIDAY PRECEDING MONDAY PRECEDING MONDAY
WEDNESDAY THURSDAY FRIDAY	WEDNESDAY THURSDAY FRIDAY	FOLLOWING SATURDAY PRECEDING TUESDAY PRECEDING TUESDAY
THURSDAY FRIDAY SATURDAY	THURSDAY FRIDAY SATURDAY	FOLLOWING SUNDAY PRECEDING WEDNESDAY PRECEDING WEDNESDAY
FRIDAY SATURDAY SUNDAY	FRIDAY SATURDAY SUNDAY	PRECEDING THURSDAY PRECEDING THURSDAY FOLLOWING MONDAY
SATURDAY SUNDAY MONDAY	SATURDAY SUNDAY MONDAY	PRECEDING FRIDAY FOLLOWING TUESDAY PRECEDING FRIDAY

**Section 3.** When an employee works a holiday or day in lieu of a holiday, he/she shall be entitled to pay at the rate of his/her basic pay, plus holiday premium pay at a rate equal to the rate of his/her basic pay, for that holiday work which is not in excess of their regularly scheduled tour of duty or is not overtime work as defined by 5 USC 5542(a). Holiday premium pay is paid in addition to any other premium pay granted for overtime, night or Sunday work and in addition to the hazard pay differential.

**Section 4.** Employees that are on approved leave on a holiday or day in lieu of, or portions thereof, shall receive holiday leave. An employee on holiday leave shall be entitled to his/her basic rate of pay for that time during which the employee is on holiday leave.

**Section 5.** In making the decision to reduce the watch schedule or require employees to take holiday leave, the Agency shall consider the previous year's statistics and information from local aviation activities. The decision making process involves comparing the traffic activity forecast to historical data for like non-holiday days immediately surrounding the previous year's holiday (i.e., if the upcoming holiday is on a Monday, the comparison is made to non-holiday Mondays). At a minimum, four (4) of the above referenced days on each side of the previous year's holiday shall be used.

**Section 6.** Watch schedules on holidays and/or days in lieu of holidays shall not be changed solely to avoid payment of holiday pay.

**Section 7.** If, subsequent to the posting of the basic watch schedule, the Agency determines,

utilizing the procedures in Section 5 that the watch schedule will be further reduced, volunteers shall be solicited. The procedures for approval of holiday leave requests, or procedures for watch schedule reduction in the absence of sufficient volunteers, shall be negotiated at the local level. Upon request of the Union, approvals/reductions shall be according to seniority.

**Section 8.** The express terms of this Article apply separately and distinctly to each of the following bargaining units: air traffic controllers, traffic management coordinators/specialists and NOTAM specialists.

**ARTICLE 33**  
**POSITION ROTATION AND RELIEF PERIODS**

**Section 1.** Unless staffing and workload do not permit, employees shall not be required to spend more than two (2) consecutive hours performing operational duties without a break away from operational areas.

**Section 2.** Breaks are defined as a period of time during which no duties are assigned, however employees are subject to recall.

**Section 3.** To the extent traffic complexity and staffing levels within a facility on a given day permit, position assignments shall be rotated among the qualified employees. The Agency shall seek input from the Union with respect to the rotational plan that the facility will normally follow.

**Section 4.** First priority for breaks shall be given to providing a reasonable amount of time away from the position of operation for meals. In the event the employee is required to work during the fourth (4<sup>th</sup>) hour through the sixth (6<sup>th</sup>) hour of their shift without a minimum thirty (30) minute uninterrupted meal break, they shall be compensated at the rate of fifty percent (50%) of one-half of the applicable hourly rate of basic pay. If the employee requests and receives the meal break during some other period they will not be eligible for the missed meal premium pay.

**Section 5.** Since position rotation and breaks may be restricted or precluded during shifts with the majority of hours between 2330 and 0630 local time, breaks/assignments to less busy positions shall be accomplished in the last two (2) hours of the shift as soon as staffing and workload permit.

**Section 6.** When employees are subject to recall, authorization by the OSIC or CIC is required to leave the facility grounds while on duty.

**ARTICLE 36**  
**PAY ADMINISTRATION**

**Section 1.** Promotions to positions within the unit including those resulting from facility classification changes shall be effected on the beginning of the first full pay period after the employee becomes fully eligible.

**Section 2.** When an employee becomes entitled to two (2) pay changes at the same time, the changes shall be effected in the order which gives him/her the maximum benefit.

## ARTICLE 38 OVERTIME

**Section 1.** The Agency at the local level shall maintain a roster of bargaining unit employees who have volunteered to work overtime. The Agency will determine what minimum qualifications are required before assigning overtime. When overtime work is to be performed, it shall first be made available to qualified employees that have volunteered, on an equitable basis. In the event no employees on a roster can be reached, the Agency may require other bargaining unit employees to work the overtime. Any assignments to employees not listed on a roster shall be made on an equitable basis. The roster and distribution of overtime provided for in this Article shall be available to facility employees. The Parties at the local level shall negotiate the procedures for the distribution of overtime. Employees on an Opportunity to Demonstrate Performance (ODP) shall be eligible to work overtime so long as they meet the minimum qualifications and the assignment does not interfere with the ODP.

**Section 2.** All employees shall provide the Agency with a current telephone number.

**Section 3.** If an employee assigned to work overtime can secure a qualified replacement, he/she shall be relieved of the assignment. If the employee cannot secure a qualified replacement, the employee will work the overtime. An employee may be relieved of an overtime assignment when, in the judgment of the Agency:

- a. the health or efficiency of the employee may be impaired; or
- b. personal circumstances make it impossible for the employee to perform the overtime duty.

**Section 4.** In the event of holdover overtime, the Agency shall notify the employee as soon as possible before the end of the employee's regular shift.

**Section 5.** Annual leave may be granted to any employee regardless of whether or not overtime work is being performed at the time by other employees on the shift.

**Section 6.** Overtime pay computations for non-exempt bargaining unit employees must be made solely in accordance with the Fair Labor Standards Act (FLSA) regulations in 5 CFR Part 551 and this Agreement. Employees are not eligible for overtime pay for work in excess of eight (8) hours in an administrative workday, except in cases where they have been called in before the beginning, or held over beyond the end, of their scheduled shift. For the purpose of this provision, all hours in a paid non-work status (e.g., paid leave, holidays, compensatory time off, credit hours, or excused absences) are "hours of work." Hours in an unpaid non-work status (e.g., leave without pay, furlough, absence without leave) are not "hours of work."

**Section 7.** Non-exempt employees shall receive base pay plus one-half of their regular rate for all FLSA overtime work. The increment of payment shall be one (1) minute. All time worked, including hours and minutes, shall be recorded on a daily basis.

**Section 8.** At the request of an employee, the Agency may grant compensatory time off from an employee's tour of duty instead of payment for an equal amount of irregular or occasional overtime work. At the request of an employee, the Agency may grant compensatory time off

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from an employee's basic work requirement under a flexible work schedule instead of payment for an equal amount of overtime work, whether or not irregular or occasional in nature.

If an employee has any entitlement to overtime pay under FLSA at the end of a work week, the Agency cannot require the employee to take compensatory time instead of overtime pay.

**Section 9.** Overtime shall not normally be canceled without seven (7) days notice.

**Section 10.** When an employee is ordered or approved for work before or past his/her regularly assigned shift, he/she shall be guaranteed three (3) hours of pay at his/her regular rate of pay. If the employee's actual time beyond his/her shift exceeds two (2) hours, he/she shall be compensated in accordance with Sections 6 and 7 of this Article. In the event an employee is held over, the entitlement to three (3) hours additional pay is triggered when the employee actually exceeds eight (8) hours of work from the time they actually sign in. Any suffered and permitted work shall be paid in accordance with Sections 6 and 7 of this Article.

**Section 11.** If an employee is ordered or approved for work on his/her regular day off and physically reports to work, he/she shall be guaranteed twelve (12) hours of pay at his/her regular rate of pay. If the employee's actual time beyond his/her shift exceeds eight (8) hours, he/she shall be compensated in accordance with Sections 6 and 7 of this Article.

**Section 12.** The express terms of this Article apply separately and distinctly to each of the following bargaining units: air traffic controllers, traffic management coordinators/specialists and NOTAM specialists.

**ARTICLE 69  
DRESS CODE**

**Section 1.** Members of the bargaining unit shall groom and attire themselves in a neat, clean manner which will not erode public confidence in the professionalism of the bargaining unit workforce.

**Section 2.** Clothing displaying political advertising and/or slogans in violation of the Hatch Act are not permitted; however the display and wearing of Union insignias such as pins, pocket penholders, or tie tacks shall be permitted. Apparel shall not be considered inappropriate solely because it displays the Union logo or insignia.

**Section 3.** Denim trousers shall be permitted as long as their condition meets the standards of Section 1 of this Article. Neckties shall not be mandatory in any facility.

**Section 4.** The Agency may occasionally suspend the wearing of shorts, skorts, culottes, tee shirts, jersey sweat pants/suits, and workout clothing when dignitaries are scheduled to visit the facility, provided that employees receive 48-hour notice.

**ARTICLE 106  
DURATION**

**Section 1.** Subject to member ratification, this Agreement shall remain in effect for a period of sixty (60) months from the effective date of this Agreement and shall be automatically renewed for additional periods of one (1) year unless either Party gives written notice to the other of its desire to amend or terminate this Agreement. The written notice must be given not more than one hundred five (105) calendar days and not less than sixty (60) calendar days preceding the expiration date of this Agreement. If negotiations are not completed prior to the expiration date, this Agreement shall remain in full force and effect until a new Agreement is reached. Government-wide regulations issued during the term of this Agreement shall become controlling at the time of extension if they are in conflict with this Agreement.

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**ARTICLE 108**  
**PAY**

**Section 1.** The express terms of this Article apply to the air traffic controllers (ATCS), traffic management coordinators/specialists (TMC/TMS) and NOTAMS bargaining units. Air Traffic Pay Plan pay bands in Appendix 4 shall only be adjusted in accordance with this Agreement.

**Section 2. Definitions.**

- A. Basic Pay is defined as the employee's ATC pay rate including applicable locality adjustment in effect.
- B. The Classification Index (CI) is defined as the numerical index derived from the jointly developed classification formula that is used to determine the ATC Facility Level.
- C. Step Pool: The step pool represents the average government wide step increase and will be sufficient to provide a 1.6% increase in the average pay rate for all members of the bargaining units.
- D. MSS Positions: Manager, Supervisor and Staff (MSS) levels have been established for various categories of positions. These levels are referred to by an identifier of MSS-X. MSS-1 includes TMCs/TMSs and facility staff specialists and MSS-2 includes facility operational supervisors.
- E. Unsuccessful Training: The inability to successfully conclude an air traffic control training program in either a terminal or en route facility in the Agency. There are three (3) scenarios applicable to unsuccessful training:
  - 1. Developmental: Initial certification attempt(s) at a terminal/en route facility(s) with the purpose of attaining Certified Professional Controller status.
  - 2. CPC re-certification: The attempt by a Certified Professional Controller at a terminal/en route facility to regain fully certified status due to a certification loss at his/her present facility. (e.g. medical disqualification, loss of currency, or performance).
  - 3. CPC certification: Subsequent certification by a Certified Professional Controller upon reporting to a new terminal/en route facility.
- F. Certified Professional Controller (CPC): This title applies exclusively to a civilian Air Traffic Control Specialist who is or has been facility certified in the terminal/en route air traffic control option in the Air Traffic Service, and who is currently engaged exclusively in the separation and control of live air traffic in terminal/en route facilities in the Air Traffic Service. Once facility certified in the terminal/en route option within the Agency, a controller retains the CPC title as long as he/she remains in or regains this ATC career status. For TMCs and TMSs this title applies exclusively to air traffic control specialists who are facility certified and are involved in the traffic flow management of aircraft.
- G. The ATC Classification Level: The ATC levels have been established by the Parties using a classification formula that computes a Classification Index (CI) for each air traffic facility in terminals and en route centers.

**Section 3. Applicable Pay and Differentials.**

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- A. Bargaining Unit Employees shall have their pay determined by the facility ATC level to which they are assigned. Field ATC facility levels range from ATC-3 through ATC-12.,
- B. COLA Pay/Post Differential: Eligible bargaining unit members will continue to receive COLA Pay/Post Differential as defined by statute and as currently administered outside the contiguous 48 states.
- C. Locality Pay: Eligible bargaining unit members will continue to receive locality pay and will have their locality pay increased annually consistent with government wide changes (Title 5) coincidental with the January pay increase.
- D. Premium Pay: Bargaining unit members will receive all Premium Pay percentages and differentials in connection with holidays, night differential, Sundays, COLA, Post Differentials, operational currency, on-the-job training, meal breaks and any other premiums/differentials in accordance with applicable laws, regulations, and this Agreement.  
  
Employees will earn Sunday premium pay at an additional rate of 25% of their hourly rate of basic pay for all hours actually worked on Sunday. Unless otherwise provided for in this Agreement, all employees will earn night differential at an additional rate of 10% of their hourly rate of basic pay for all hours actually worked between 6 p.m. and 6 a.m.
- E. Overtime Pay: Bargaining unit members will receive Overtime Pay as defined in Article 38 of this Agreement.

#### Section 4. New Hire /New Entrant Pay Setting.

- A. A New Hire is an individual who has never held an appointment in the Federal Government. A new hire, whether or not he/she is required to attend the Mike Monroney Aeronautical Center, will have their base pay set at the AG Band upon the effective date of their appointment to their facility of record and receive further increases in accordance with Section ~~6~~ 5
- B. A New Entrant is an individual who has never been employed by the Agency as an Air Traffic Control Specialist in the terminal/en route option. A New Entrant, whether or not he/she is required to attend the Mike Monroney Aeronautical Center, will retain their current Federal Pay up to the maximum of the Developmental 3 pay band (career level G) and receive further increases in accordance with section ~~6~~ 5
- C. For a Military controller with 52 consecutive weeks experience as a certified air traffic controller set pay at the ATC-3 CPC minimum and receive further increases in accordance with section ~~6~~ 5
- D. For a Vacancy Announcement/Transfer Request-excluding Entry Level Test Vacancy Announcement/Recruitment Bulletin (AT-SAT), if applicant has 52 consecutive weeks as a DOD Civilian Controller or a FSS-2152 set pay at the minimum of the lowest developmental level for the assigned ATC facility, or at the employee's current rate, not to exceed the top of the lowest developmental level pay band for the assigned ATC facility and receive further increases in accordance with section ~~6~~ 5

- E. When any employee meets more than one of the criteria in this Section the employees pay will be initially set at using the criteria that provides the employee with the highest pay and receive further increases in accordance with section ~~6~~ 5
- F. A Re-entrant into the Terminal/En Route Option:
- 1) CPC Re-entrant: An individual who is not currently employed as an Air Traffic Controller by the Agency but was previously an FPL/CPC Air Traffic Controller in the Agency terminal/en route option.
    - a. A CPC re-entrant currently employed by the Federal Government who converted into the AT Pay Plan(via any means) and subsequently moved into a position not covered by the AT Pay Plan, will retain current base pay so long as that rate of pay fits within the established CPC pay band for the facility to which assigned. If current base pay is below the minimum of the CPC pay band pay will be raised to the minimum of the CPC pay band. If the current base pay exceeds the established CPC pay band for the facility ATC level, pay will be capped by the top of the CPC pay band.
    - b. CPC re-entrant currently employed by the Federal Government who never converted into the AT Pay Plan.
      - A CPC re-entrant not receiving any ATRA or IPP differentials, will retain current base pay so long as that rate of pay fits within the established CPC pay band for the facility ATC level to which assigned. If current base pay is below the minimum of the CPC pay band, pay will be raised to the minimum of the CPC pay band. If the current base pay exceeds the established CPC pay band for the facility ATC level, pay will be capped by the top of the CPC pay band.
      - A CPC re-entrant currently receiving the five percent (5%) ATRA operational differential will have the differential added to the current base pay at 4.1% rate.
      - A CPC re-entrant currently receiving the ten percent (10%) Interim Incentive Pay (IPP) will have that differential added to current base pay at the full 10% rate only if the employee returns to the bargaining unit at one of the seven original IPP facilities.
      - After base pay is calculated adding in the ATRA and IIP differentials as appropriate, the new base pay figure must fit into the CPC pay band of the assigned facility. If pay falls below the new CPC pay band, pay will be raised to the minimum of the CPC pay band. Pay may not under any circumstance exceed the top of the CPC pay band.
    - c. CPC re-entrants not currently employed by the Federal Government
      - The starting salary for a CPC re-entrant will be set in the CPC pay band for the ATC Level Facility to which assigned, but in no case will it be higher than the rate of pay held prior to leaving the Bargaining Unit(s), except to raise the pay to the minimum of the CPC pay band. If former pay exceeds the top of the CPC pay band to which assigned, pay will be set at no higher than the top of the band.

Once the appropriate pay adjustment has been made, the individuals covered by provisions of this Section will be considered a CPC at their assigned facility. All subsequent transfers, promotions and other types of employee movement shall be in accordance with applicable rules, regulations and this Agreement.

2) **Developmental Air Traffic Controller Re-entrant:** An individual who is not currently employed as an Air Traffic Controller by the Agency, but was previously a developmental controller in the Agency, including those at the FAA Academy, in the terminal/en route option.

- The starting salary for a developmental re-entrant will be set at the minimum of the developmental pay band for the lowest available developmental stage for the facility to which assigned.
- If the re-entrant successfully completed D3 stage training before leaving the position, pay will be set at the employee's previous rate of pay, not to exceed the top of the lowest developmental level pay band for the assigned facility.

In no case will pay be higher than the rate of pay held prior to leaving the Bargaining Unit(s).

3) **Re-entrant Returning From Leave Without Pay:**

- **Extended LWOP:** Upon return from LWOP of more than one year (consecutive), CPC or Developmental Air Traffic Controllers' base pay shall be set as though the employee never left the applicable pay band except the employee will not accrue any SCI increases to which entitled.
- **Limited LWOP:** Upon return from LWOP of one year or less (consecutive), CPC or Developmental Air Traffic Controllers' base pay shall be set as though the employee never left the applicable pay band, accruing all OSI/SCI increases to which entitled.

**Section 5. Developmental Air Traffic Controller:** An air traffic controller in training at a field facility who has never been facility certified in the terminal/en route option in an air traffic control facility in the Agency and therefore has never attained the Certified Professional Controller (CPC) level. Each terminal and en route air traffic control facility has from two to four training stages, as defined in Appendix 5 for Developmental Air Traffic Controllers, dependent on the complexity and number of operating positions within the facility.

Pay for the developmental controller is set in accordance with Appendix 4 as follows:

1. ATC-2 Academy Graduate = 85% of ATC-3
2. Upon successful completion of the first developmental stage of training, the base rate of pay is set at 55% of the minimum CPC base pay of the facility to which assigned. In no case will the base pay be less than a 6.7% increase over the current base pay.\*
3. Upon successful completion of the second stage of training, the base pay is set at 70% of the minimum CPC base pay of the facility to which assigned. In no case will base pay be less than a 6.7% increase over the current base pay.\*

4. Upon successful completion of the third stage of training, the base pay is set at 85% of the minimum CPC base pay of the facility to which assigned. In no case will the base pay be less than a 6.7% increase over the current base pay.\*
5. Upon successful completion of all developmental stages of training and fully certifying on all operational positions, promotion to the CPC level of the facility is accomplished. In no case will the base pay be less than a 6.7% increase over base pay.\*

\* For facilities for which there are only two developmental training stages the employee's base pay is set at 70% of the minimum CPC base pay upon completion of the first stage of training, but in no case less than 6.7% higher than the previous base pay; where there is only one developmental stage, the base pay is set at 85% of the minimum of the CPC base pay upon completion of the first stage of training, but in no case less than 6.7% higher than previous base pay.

**Section 6.** A Transfer is defined as any movement of a CPC, MSS-1, or Developmental Air Traffic Controller to another CPC, MSS-1, or Developmental Controller position at the same, lower or higher ATC facility level. This includes bids, swaps and internal placements. There are five kinds of transfers:

1. transfer to a higher level facility.
2. voluntary transfer to a lower level facility.
3. voluntary transfer to the same level facility.
4. involuntary transfer to a lower level facility for performance.
5. either voluntary or involuntary transfer between CPC and MSS-1 position.

A. CPC Transfer:

Once a controller has achieved CPC status in the first terminal/en route facility, that status is permanent. For a CPC, pay is set as follows:

Upon transfer to a higher ATC level facility, base pay is increased to the minimum of the new CPC pay band, or is increased by 6.7%, not to exceed the new band maximum, whichever is higher. One-half of the increase is paid upon initial transfer to the new facility; the other one-half is paid when fully certified in the new facility.

Upon voluntary transfer to a lower ATC level facility, base pay is set at the current base pay if that rate falls within the new pay band. If current base pay is higher than the top of the new band, base pay is capped by the top of the band.

Upon involuntary transfer, through no fault of the employee, to a lower ATC Facility Level, base pay is unchanged. Employee is grandfathered at the higher ATC level pay band.

Upon voluntary transfer to the same level facility, base pay is unchanged unless it exceeds the band maximum, in which case it is capped at the band maximum. A CPC who transfers into a new facility is a CPC in training (CPC-IT).

A CPC-IT who does not achieve facility certification in the new facility, shall have their pay set as follows:

A CPC-IT that is unsuccessful prior to completion of the D3 training stage of the new facility, (as defined in Appendix 5) will have their base pay set as though they never left the facility where the employee was fully certified. This includes all accrued OSI or SCI payments. When assigned to another ATC level facility, pay will then be set as described above for a CPC transfer.

A CPC-IT that is unsuccessful after the completion of the D3 training stage of the new facility, (as defined in Appendix 5) and is transferred to another level facility will have their pay set as described above for a CPC transfer.

Note: Pay setting for mutual reassignment and hardship are covered under the provision of Section 6C of this Article.

**B. Developmental Controller Transfer:**

Upon voluntary transfer to a higher ATC level facility, base pay is unchanged. Future pay increases are made in accordance with successful progression through the developmental stages, with minimum pay increase being 6.7%.

Upon voluntary transfer to a lower ATC level facility, pay is set at the same developmental stage percentage of the lower level facility's minimum developmental stage. If the same stage does not exist at the new facility, employee's pay is set at lowest available stage at the new facility.

Upon transfer to the same level facility, base pay is unchanged.

A developmental controller that transferred to a new facility that does not achieve area/facility certification and is assigned a lower level facility shall have their pay set at the same developmental stage percentage of the lower level facility's minimum developmental stage. If the same stage does not exist at the new facility, the employee's pay is set at the lowest available stage at the new facility, capped at the band maximum.

Upon involuntary transfer, through no fault of the employee, to a lower ATC Facility Level, base pay is unchanged. Employee is grandfathered at the higher ATC level CPC pay band. Future pay increases shall be paid in accordance with Section 5 of this Article using the higher, grandfathered, ATC Facility level and Appendix 4 of this Agreement.

**C. Hardship Transfers and Transfers for Mutual Reassignment**

When a bargaining unit employee is granted a Hardship Transfer (HT) or Transfer for Mutual Reassignment (TMR), pay is set as follows:

1. Certified Professional Controllers (CPC) and Certified Professional Controllers in Training (CPCIT) who have transferred under Section 6A of this Article (half on the go and half upon certification) who have not yet certified.

Transferring to the same or higher ATC Level Facility:

- No change in pay. There is no increase in pay as a result of the transfer (no 50% on the go/50% upon certification). Pay retention may apply.
- If pay is below the CPC Career Level Pay Band at the new facility, pay is set at the minimum of the CPC Career Level Pay Band upon becoming facility rated/area certified.

Transferring to a lower ATC Level Facility:

- If current pay fits into the CPC Career Level Pay Band of the lower ATC level facility, employee retains current pay. There is no increase in pay as a result of the transfer (no 50% on the go/50% upon certification).
- If current pay is higher than the top of the new CPC Career Level Pay Band, pay is capped by the top of the new CPC Career Level Pay Band. There is no increase in pay as a result of the transfer (no 50% on the go/50% upon certification).
- If pay is below the CPC Career Level Pay Band at the new facility, pay is set at the minimum of the CPC Career Level Pay Band upon becoming facility rated/area certified.
- CPCIT employees who previously moved under Section 6A of this Article (50% on the go/50% upon certification) and have not certified will not receive the second 50%.

CPC and CPCIT employees who transfer to a lower level facility under the rules in this section, and who subsequently transfer to a higher level facility within 3 years of the effective date of the first transfer, will have pay set under this Section rather than under Section 6A of this Article.

2. Developmental employees

Transfer to same, higher, or lower ATC level facility: Utilize Section 6B of this Article.

**Section 7.** All elements of the OSI and the SCI are annual increases. The pay bands established in Appendix 4 for each ATC facility level will be increased by the OSI effective the first full pay period in January of each year. If the January pay increase places an individual bargaining unit member's pay above the maximum of the pay band, that individual will receive all increases to base pay as if he/she were within the band parameters. The resulting base pay will be used in calculating all differentials, premiums, retirement and appropriate pay benefits. If after the June increase and adjustment to base pay, an individual's base pay is still above the maximum of the pay band pay retention in accordance with Section 14 of this Article will apply.

**Section 8.** Organizational Success Increase (OSI). The amount of OSI shall be the Agency OSI, or the government-wide general increase and 50% of the step pool, whichever is greater. Bargaining unit employees will receive the annual OSI increase to base pay effective the first full pay period in January of each fiscal year. All bargaining unit employees' base pay shall be adjusted upward by the greater amount of the following:

1. The Agency OSI; or
2. The Government-wide general increase plus 0.8 %.

All increases to base pay resultant from an OSI increase will be used in calculating all differentials, premiums, retirement and appropriate pay benefits.

Employees are ineligible for an OSI if they have less than ninety (90) days of service with the FAA during the performance year.

**Section 9.** The Superior Contribution Increase (SCI) is an additional increase available to the bargaining units for superior contributions and accomplishments to the organization as determined by the jointly agreed upon criteria in this Section. The amount of the SCI will be 50% of the step pool or the same percentage as that identified for the rest of the Agency, whichever is greater. The SCI plus the remaining 0.8% of the OSI (50% of the step pool) will be administered annually and shall be effected pay period fourteen (14) of each year.

Eligibility to receive an SCI under this Section requires that the bargaining unit member meet or exceed the following criteria during the rating period:

1. Must have been a bargaining unit employee for at least 90 days;
2. Must not have been unsuccessful in completing an ODAP during the rating period.

SCI increases shall be implemented in accordance with this Agreement. The SCI evaluation period is April 1 through March 31 of each year. The bargaining unit will be rated by the quality and efficiency metrics detailed below. Every thirty (30) days within the SCI evaluation period and within thirty (30) days of the end of the period, the Agency shall provide the Union with written notification of the specific result(s) of each metric listed below.

A. Increased Safety. The Goal is to achieve the lowest possible accident rate and constantly improve safety

1. Reduction of Operational Errors: For each rating period, the total number of operational errors, classified as severe (A and B) have been reduced by at least 3% (not including runway incursions) from the corresponding period of the previous year. When this goal is met, 0.2% SCI shall be awarded to the entire bargaining unit.
2. Reduction of Runway Incursions: For each rating period, the total number of runway incursions, per 100,000 operations, classified as severe (A and B) attributable to bargaining unit employees, have been reduced by at least 9.6% from the corresponding period of the previous year. When this goal is met, 0.2% SCI shall be awarded to the entire bargaining unit.

B. Greater Capacity. The Goal is to work in conjunction with local governments and airspace users to provide national system capacity that meets or exceeds demand.

1. Airport Arrival Efficiency Rate: For each rating period, maintain 96% or greater compliance with the arrival rate at the 35 OEP airports from the corresponding period of the previous year. When this goal is met, 0.2% SCI shall be awarded to the entire bargaining unit.
2. On Time Performance: For each rating period, increase the percentage of all flights arriving within 15 minutes of scheduled flight time at the 35 OEP airports by 1.4% from the corresponding period of the previous year. When this goal is met, 0.2% SCI shall be awarded to the entire bargaining unit.

The total amount of SCI money available for awards to the bargaining unit is 0.8% per bargaining unit member. Any portion of the available SCI pool not awarded shall be distributed to regions in proportion to the number of bargaining unit employees.

Distribution of these funds to facilities shall be jointly agreed upon by the Parties at the National Level. The overriding objective for distributing these funds is to award facility excellence and to provide the resources to those facilities that had difficulties reaching their goals.

**Section 10.** An increase in Facility Classification Level is defined as a change in the facility classification index (CI) above identified "breakpoints" that results in an increase in associated facility pay level. Pay at the higher ATC-pay level is set at the same percentage of band with a minimum of a 6.7% increase.

**Section 11.** A decrease in Facility Classification Level is defined as a change in the facility classification index (CI) below identified "buffers" that results in a reduction in associated facility pay level. Pay at the lower ATC pay-level is set at the same pay with pay retention (if necessary), and priority consideration to previous ATC level.

**Section 12.** The Controller Incentive Pay (CIP) is maintained for NATCA bargaining unit employees as it exists upon the signing of this agreement except as modified below, based on studies conducted by Runzheimer International.

A. Definitions for the purpose of CIP.

- 1) Runzheimer Study Index: The index prepared by Runzheimer International to measure cost differences for bargaining unit employees. Application of the index is based on criteria mutually agreed upon by the parties.
- 2) Controller Incentive Pay (CIP): The differential resulting from the application of the Runzheimer index to the basic pay minus the locality pay in effect for all covered facilities.
- 3) For purposes of calculating CIP percentages, the CIP pool is set at \$26.77 million at the beginning of FY 2002. The CIP pool will increase annually based on the effect of the OSI (including changes in locality) and the SCI. The adjustments will occur when OSI/SCI increases take effect.
- 4) The ATCSCC CIP percentage is set at 4.6%. CIP funding for the ATCSCC will be borne by the Agency and will not be used to decrease the funding referenced in number 3) of this Section.

The procedures provided for by Articles 8 and 9 of this Agreement shall not apply to the provisions and application of this Section. In the event of an egregious administrative error as determined by the parties, a suitable remedy may be provided to those affected.

Facility CIP percentages are determined by the index level assigned the facility based on the controlling Runzheimer study and the available funds in the CIP pool. No facility CIP may be greater than 10%.

The CIP shall be paid to eligible employees on a pay period basis as a differential to basic pay minus the locality pay in effect, based on the number of regular hours the employee is in a pay status during the pay period. CIP eligibility will be determined by an employee's position of record as documented on his/her current SF-50. A detail action does not change an employee's position of record; a temporary transfer or temporary promotion does change an employee's position of record. If an employee transfers to or from a CIP facility in the middle of the pay period, CIP for that pay period will be based on the CIP percentage in effect at the gaining facility on the last day of the pay period.

Employees in a LWOP status shall not be eligible for the CIP for such hours unless otherwise entitled to it by controlling law or regulation (e.g., workers compensation cases).

Within ninety (90) days of the signing of this Agreement, the Parties shall update the Runzheimer Study index through a process which is mutually agreed upon. Thereafter, the index shall be updated every two (2) years. Adjustments to the list of facilities and the associated percentages shall be accomplished within thirty (30) days after publication of the updated index.

**Section 13 . Promotions/Demotions.**

A. A Promotion is defined as:

- 1) movement from Academy completion into the first developmental stage.
- 2) movement from the final developmental stage into the CPC position.
- 3) movement from the CPC position to a MSS-2 or higher position.

Note - movement by a CPC to a higher level ATC facility, or by a CPC to a MSS-1 position is not considered a promotion but rather a transfer.

B. A Temporary Promotion is defined as movement from a CPC to MSS-2 or higher position for a temporary period of time. Upon conclusion of the temporary promotion, pay shall be established as though the employee never left the bargaining unit pay band, accruing all OSI/SCI increases that would have otherwise occurred. Pay during a temporary promotion has no influence on permanent pay when returned to position of record, regardless of the duration of the temporary promotion.

C. A Demotion (not applicable within/from CPC career level) is defined as movement from a MSS-2 position or higher into a MSS-1 or CPC position.

Note - movement to a lower level ATC facility or out of a MSS-1 position to a CPC position is not considered a demotion but rather a transfer.

D. Voluntary Demotion: When a non-bargaining unit employee requests or voluntarily accepts a CPC position, base pay is set in the new pay band at the same percentage above band as in the current position.

Note - demotions are not applicable within or from the CPC career level.

Note - movement by a CPC to a lower level ATC facility or by a CPC into or from a MSS-1 staff position is not considered a demotion but rather a transfer.

E. Involuntary Demotion (no fault of the employee). When a non-bargaining unit employee is involuntarily demoted through no fault of the employee, pay is set at the same rate in the new, lower pay band. If the current base pay exceeds the maximum of the new pay band, the employee shall be placed in pay retention status and all future pay increases shall be made in accordance with this Agreement.

Note - demotions are not applicable within or from the CPC career level.

Note - movement by a CPC to a lower level ATC facility or by a CPC into or from a MSS-1 staff position is not considered a demotion but rather a transfer.

- F. Involuntary Demotion (cause/performance/conduct). When a non-bargaining unit employee is involuntarily demoted for cause, performance or conduct, base pay is set in the new pay band at the same percentage above base pay that was held in the exiting position.

Note - demotions are not applicable within or from the CPC career level.

Note - movement by a CPC to a lower level ATC facility or by a CPC into or from a MSS-1 staff position is not considered a demotion but rather a transfer.

#### **Section 14. Pay/ATC Facility Level Retention.**

- A. Pay Retention applies to eligible employees whose base pay exceeds the applicable pay band. When an employee is in retained pay status, he/she shall receive fifty (50)% of the OSI increase for which eligible until such time that the employee's base pay falls within the facility level pay band. The retained base pay shall be the basis for calculating all differentials, retirement and pay benefits. An employee in retained pay status shall receive any SCI increase for which he/she is eligible in a lump sum payment. If the SCI amount would cause the employee's pay to exceed the band maximum, the employee will receive a pay increase up to the band maximum and the remainder as a lump sum payment.
- B. ATC Facility Level Retention. If an employee is assigned to a facility that is reclassified to a lower ATC level, base pay will be retained at the higher ATC level (including all OSI and SCI increases for which the employee is eligible) for two (2) years, beginning the first full pay period after the action is taken. During this two year period, employees who have yet to progress to the CPC level shall progress based on the retained grade. After the two year period, progression shall be within the lower ATC facility level pay band.

After two (2) years the employee's current base pay will be placed in the lower ATC facility level pay band. If the employee's current base pay exceeds the top of the new level pay band, the employee shall be in pay retention status. If during the two (2) year period the facility is reclassified to its original ATC facility level, there will be no change in the employee's base pay.

Note - a voluntary transfer out of the facility during the two (2) year period negates ATC Facility Level Retention. Eligibility for ATC Facility Level Retention is based solely on the employee's position of record at the time of the reclassification of the facility.

#### **Section 15. NOTAM Transition Rules**

NOTAM specialists shall retain their current pay and be transitioned to the AT Pay Plan, in the ATC level 8 career level H pay band as referenced in Appendix 4, in addition they shall be entitled to all increases including CIP, as ATCSCC employees, in accordance with this Agreement.

PRINCIPAL MEMORANDUM OF AGREEMENT  
BETWEEN THE  
NATIONAL AIR TRAFFIC CONTROLLERS ASSOCIATION  
AND THE  
FEDERAL AVIATION ADMINISTRATION

This Memorandum Agreement is made and entered into by and between the National Air Traffic Controllers Association ("NATCA") and the Federal Aviation Administration ("Agency").

1. This Agreement must be read in conjunction with Article 108 of the Parties 2006 Collective Bargaining Agreement (CBA) for Air Traffic Controllers, Traffic Management Coordinators, Traffic Management Specialist and NOTAMs.
2. Effective the first full pay period in January 2007, the AT Pay Band minimums effective in June of 2006 entitled Appendix 4 of the CBA will be reduced by 3%. The new reduced AT Pay Bands will be 30% wide
3. The AT Pay Bands referenced above are frozen until the first full pay period of January 2010 at which time the AT Pay Bands will again move in accordance with Article 108.
4. Eligible bargaining unit employees will continue to receive COLA Pay/Post Differential as defined by statute and as currently administered outside the contiguous 48 states.
5. Eligible bargaining unit employees will continue to receive locality pay the same as the rest of the government and will have their locality pay increased annually effective the first full pay period in January of each year.
6. Notwithstanding the provisions of Article 108, except for NOTAM specialist, the following rules shall control Organizational Success Increases (OSI) and Superior Contribution Increases (SCI) until January 2012 at which time the OSI/SCI payments will be paid in accordance with Article 108.
  - a. For the first full pay period of January 2007 no OSI shall be applied.
  - b. For the first full pay period of January 2008 the OSI shall be paid in lump sum (cash award) and not added to base pay regardless of the employee's position in the Appendix 4 pay band.
  - c. For the first full pay period of January 2009 the OSI shall be paid in lump sum (cash award) and not added to base pay regardless of the employee's position in the Appendix 4 pay band.

- d. For the first full pay period of January 2010 and beyond, the OSI/SCI provisions and applications as provided for in Article 108 shall apply.
  - e. Except for NOTAM Specialists, the SCI provisions of Article 108 shall not apply until the year 2012.
7. All other provisions of Article 108 remain in full force and effect including but not limited to any Certified Professional Controller (CPC) in training that transferred to a higher ATC level facility who shall still receive their second half (stored) amount. All developmental increases as described in Article 108 still apply.
  8. Appendix 5 is included for Training and Developmental pay progressions.
  9. Controller Incentive Pay (CIP) percentages will be paid in accordance with Article 108.
  10. The Position Classification Standard for Air Traffic Control Series ATC-2152 dated January 12, 1999, shall govern Facility ATC Levels for all employees covered by this agreement except:
    11. The ATC Levels 13 and 14 are eliminated.
    12. Break Points contained in the Position Classification Standard for Air Traffic Control Series ATC-2152 dated January 12, 1999 are amended for Combined Control Facility (CCF) as follows:
      - a. ATC 11 900-1049.9 with a buffer of 855 and
      - b. ATC 12 1050-higher with a buffer of 997
  13. Traffic Management Specialists (TMS) located in the Air Traffic Control System Command Center (ATCSCC) shall have their pay determined as ATC-12 level.
  14. Traffic Management Coordinators (TMC) assigned to Field Facilities shall have their pay determined at the same ATC level as the facility in which they work.
  15. NOTAMs shall have their pay determined as ATC-8 level.

This Agreement between the National Air Traffic Controllers Association and the Federal Aviation Administration is approved this \_\_\_\_ day of \_\_\_\_\_ 2006.

**ARTICLE 116  
CHILD CARE SUBSIDY**

**Section 1.** The Parties recognize the desirability of reducing the expense borne by lower-income families to obtain child care. Therefore, to the extent authorized by law, the Agency will provide a child care subsidy to eligible employees whose total family income does not exceed \$61,518. Total family income is defined as the income of the child's parent(s)/guardian(s) living in the same household as the child, and listed on their IRS tax forms as their Adjusted Gross Income. In the case of unmarried or separated employees, family income shall be defined as the employee's adjusted gross income combined with any child support payments.

**Section 2.** The subsidies will be provided in accordance with the following scale:

<u>Family Income</u>	<u>Percentage of Total Child Care Costs Paid By the Agency</u>
\$55,602 to \$61,518	5%
\$49,716 to \$55,601	10%
\$44,000 to \$49,715	15%
\$37,856 to \$43,999	20%
\$31,800 to \$37,855	25%
Under \$31,800	30%

**Section 3.** The family income ceilings for each subsidy level shall be annually adjusted by the size of the increase in the General Schedule in the Washington DC locality.

**Section 4.** Subsidies will be subject to the following conditions:

- (1) The employee must be the parent or guardian of the child(ren);
- (2) The employee's child(ren) must be in a licensed child care center;
- (3) No more than one (1) subsidy will be authorized per family;
- (4) The subsidy for any one family will not exceed \$475 per month, such amount to be annually adjusted by the size of the increase in the General Schedule in the Washington DC locality;
- (5) The amount of the subsidy will be reduced by any state and/or local subsidy received by the parents/guardians; and
- (6) Upon request, the employee will provide income verification information required by the Agency.

**Section 5.** The subsidy will be paid directly to the child care provider.

**ARTICLE 120  
DEPENDENT EDUCATION  
AT NON-CONUS LOCATIONS**

**Section 1.** Using the eligibility criteria established by DOD, the Agency shall certify, as eligible to attend the Department of Defense (DOD) school system, the dependent children of all bargaining unit employees attaining school age currently assigned to any facility outside the Continental United States (CONUS).

**Section 2.** Should the employee elect to not enroll his/her dependent children in the DOD school system, the employee shall be offered the opportunity to enroll his/her dependent children in an educational institution of his/her choice, at Agency expense, provided the cost does not exceed that of the tuition reimbursement for the DOD system school.

**Section 3.** Upon registration documentation of enrollment being provided to the appropriate Agency official, the Agency shall make payment to the institution for tuition and other costs normally charged by the institution that are related to the education of dependent children. Said payment shall be received by the institution thirty (30) days prior to the registration deadline, in order to ensure placement of employee dependents.

**Section 4.** In the future, all employees that are assigned to a facility outside of the CONUS, who meet one or more of the following eligibility criteria, shall be deemed eligible to enroll their dependent children in the DOD system school, should they choose to do so:

- a. the employee has documented return rights to a position within the CONUS;
- b. the facility to which the employee is assigned, has been officially identified for closure resulting in the potential involuntary reassignment of the employee to a position within the CONUS; or
- c. the employee is subject by policy and practice to transfer or reassignment to an area where English is the language of instruction in schools.

**Section 5.** The criteria under Section 4 of this Article shall not be limited to whether or not dependent children attended a DOD school and/or other educational institutions, but rather on the eligibility to attend school.

**ARTICLE 143**  
**STUDENT LOAN REPAYMENT PROGRAM**

**Section 1.** The Student Loan Repayment Program provides the Agency the ability to repay all or part of any outstanding Federally insured student loan previously taken out by a current employee or candidate to whom an offer of employment has been made. The student loan repayment program may be utilized to recruit or retain highly qualified personnel. More than one loan may be repaid so long as the repayments do not exceed the limit of \$10,000 per calendar year or a total of \$60,000 over the career of the employee.

**Section 2. DEFINITIONS:**

**Direct Student Loan Program:** Loans provided by the Department of Education

**Federal Family Education Loan (FFEL):** Loans provided by private lenders, such as banks, credit unions, and savings and loan associations. These loans are insured by the Department of Education.

**Student Loan:** A loan made, or guaranteed under Parts B, D, or E of Title IV of the Higher Education Act of 1965;

Federal loans covered under the Student Loan Repayment Program include such loans as:

- **Stafford Loans** - (Formerly the Guaranteed Student Loan) including Federal subsidized, Federal unsubsidized, direct subsidized, and direct unsubsidized.
- **Supplemental Loans for Students**
- **Plus Loans** - Federal Direct Plus Loans.
- **Consolidation Loans** - direct subsidized, direct unsubsidized, and Federal Consolidation Loans.
- **Defense Loans** - made before July 1, 1972.
- **Perkins Loans** - formerly the National Direct Student Loan Program.
- **Federally Insured Student Loan** - (ended 1984).
- **National Direct Student Loan** - made between July 1, 1972 and July 1, 1987.
- **Guaranteed Student Loan**

**Section 3.** The following employees are covered:

- Permanent employees.
- Employees serving a term appointment with at least one (1) year left on their appointment;

**Section 4.** Recipient(s) of a student loan repayment benefit shall be determined on a case-by-case basis based upon specific case justification and budget limitations without regard to political affiliation, race, color, religion, national origin, sex, marital status, pregnancy, age, handicapping condition, or sexual orientation.

A student loan repayment benefit may be used for recruitment and/or retention purposes based upon organizational need.

**Section 5.** Loan repayment may be authorized after a written determination is made documenting that the employee/employee applicant's student loan is related to his/her pursuit of a degree or certificate program related to the mission of the Agency or the position the employee is to occupy.

**Section 6.** An employee receiving student loan repayment benefits shall be ineligible for continued benefits from the Agency if the employee:

- a. Separates from the Agency for any reason;
- b. Does not maintain an acceptable level of performance; or
- c. Violates any of the conditions of the service agreement.

**Section 7.** Before any loan repayment may be made, an employee must sign a service agreement as follows:

- The minimum period of employment under the service agreement is one (1) year, regardless of the amount of student loan repayment benefit authorized.
- Any student loan repayment benefit approved after the one (1) year service agreement has been completed shall serve to extend the service agreement an additional year for each additional payment approved.
- The service agreement in no way constitutes a right, promise, or entitlement for continued employment.
- Acceptance of the agreement does not alter the conditions or terms of employment; accordingly, the agreement shall not preclude nor limit the Agency from effecting personnel actions as may be appropriate.

**Section 8.** An employee who fails to complete the agreed upon period of service because he/she voluntarily leaves the Agency or is involuntary separated for misconduct or performance is indebted to the Federal Government. The employee must reimburse the Agency for the full amount of any student loan repayment benefits he/she received during the initial one (1) year agreement. If the employee fails to complete the period of employment under a one (1) year extension, the employee is indebted for the student loan repayment benefit made in the extension year only.

If an employee fails to reimburse the Agency for the amount owed, a sum equal to the amount outstanding shall be recovered from the employee.

**Section 9.** The Administrator, or his/her designee, may waive, in whole or in part, an employee's debt if he/she determines that recovery would be against equity and good conscience or against the public interest. In making this determination, the Agency shall take into account consistency, fairness, and the cost to the taxpayer of recovering monies owed to the government.

Student loan repayment benefits shall be automatically waived if the employee leaves the Federal service due to disability or a serious health condition (requires medical certification). If necessary, the medical certification shall be reviewed by the Flight Surgeon.

**PROCEDURES FOR MAKING LOAN REPAYMENTS:**

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**Section 10. Conditions for Payment:**

- The maximum amount payable is \$10,000 per employee per calendar year with a maximum of \$60,000 during the employee's FAA career.
- Payments may be applied only to the indebtedness outstanding at the time the Agency and the employee enter into an agreement
- Payments shall be made directly to the lending institution holding the loan on behalf of the employee.
- Payments may not begin before an employee enters on duty.
- Student loan repayment benefits are in addition to basic pay.
- Tax withholdings shall be deducted at the time payment is made and are subject to all applicable Federal income tax, FICA and Medicare withholding, and any applicable State or local income tax.

**Section 11.** More than one loan may be repaid as long as the total loan repayments do not exceed \$10,000 per year nor \$60,000 during the employee's FAA career.

**Section 12. RESPONSIBILITIES:**

**Facility:**

- Ensuring selection of employee(s) to receive a student loan repayment benefit is made without regard to political affiliation, race, color, religion, national origin, sex, marital status, pregnancy, age, handicapping condition, or sexual orientation.
- Prepare written justification for the loan.
- Maintain case files (including written justification, service agreement, verification from loan holder, and the approved request form.)

**Agency Human Resources:**

- Developing and disseminating policy governing the Agency's use of the student loan repayment program.
- Providing facilities updates when changes are made to the laws governing the student loan repayment program
- Consolidate agency reporting.
- Provide necessary training to facility/regional managers and supervisors.
- Serve as liaison with other Federal Agencies, (e.g. OPM, OMB, etc.)
- Verifying student loan is federally insured and loan balance before payment is authorized.
- Counsel employees, (i.e. effect of payments, service agreements, etc.)
- Work with lending institutions.
- Work with payroll.

**Employee:**

- The employee must submit verification from the loan holder of the type of Federally funded loan(s), the balance of the loan(s), and the date the loan(s) was obtained. (Most holders will provide a computer statement listing the types of loans, balance, and interest due.) The employee must also provide the current loan holders name, address, phone number, and tax identification number.
- The employee is responsible for making loan payments on the portion of the loan that continues to be the employee's responsibility.
- Student loan repayment benefits made by the Agency do not exempt an employee from his/her responsibility and/or liability for any loan(s) the employee has taken out.
- The employee shall also be responsible for any income tax obligations resulting from the student loan repayment program.

**Section 14.** The Agency must keep a record of each determination made under this Article and make such records available for review upon OPM's request. The records may be destroyed after three(3) years.

**ARTICLE 150  
FACILITY ATC LEVELS**

**Section 1.** The "Position Classification Standard for Air Traffic Control Series ATC-2152" dated January 12, 1999, shall govern Facility ATC Levels.